



**FOR SALE BY SEALED BID**

**FORMER BULK FUELS PARCEL  
AT THE FORMER GRIFFIS AIR FORCE BASE  
SOUTH SERVICE ROAD  
ROME, NY**



**U.S. General Services Administration  
New England Region**

**Invitations for Bids No. 1PZ-11-0002**

## **INVITATION FOR BIDS**

Sealed bids for the purchase of the property described in this Invitation for Bids (IFB) must be submitted in duplicate and will be received until **February 3, 2011 at 3:00pm EST** at the General Services Administration, Thomas P. O'Neill Federal Building, 10 Causeway Street, Business Service Center in Room 1085, Boston, Massachusetts 02222. The bids will be opened publicly at that time.

Any and all bids submitted in response to this Invitation for Bids must be in compliance with, and submitted pursuant to, all the terms and provisions of this Invitation for Bids, including, without limitation: 1) the Instructions to Bidders, which includes the provisions of the Bid Form; 2) the General Terms of Sale; 3) the Special Terms of Sale; and 4) the Bidder Registration and Bid Form for Purchase of Government Real Property, all of which are attached to this Invitation for Bids and by this reference made part thereof.

**Important Notice:** The Real Property Utilization and Disposal Division of the U.S. General Services Administration ("GSA") maintains a record of the names and addresses of all parties issued copies of this Invitation for Bids. **Any bidder who does not acknowledge receipt of any addendum, supplement, etc. issued applicable to this Invitation may be considered unresponsive, and any resultant bid may not be considered for award.** If you are not the person who received this Invitation for Bid directly through the mail from GSA or through an official representative of GSA, it is to your benefit to advise the GSA in writing of the address to which any additional information concerning this Invitation for Bid should be mailed to. Contact: US General Services Administration, Office of Real Property Utilization and Disposal, Thomas P. O'Neill, Jr. Federal Building, 10 Causeway Street, Room 925, Boston, MA 02222

This Invitation for Bids contains information and forms necessary for interested parties to bid to purchase the property described in this Invitation for Bids. It shall be the responsibility of each bidder to familiarize him or herself with this Invitation for Bids, including the General and Special Terms of Sale, the Instructions to Bidders for Sealed Bid, the Bidder Registration and Bid Form for Purchase of Government Real Property, and any other information or materials included in the Invitation for Bids or that may be made available under separate cover.

For information about the property described in this Invitation for Bids and the procedure and terms of sale, please contact:

John Dugan  
U.S. General Services Administration  
Property Disposal Division  
10 Causeway Street, Room 925  
Boston, MA 02222  
Telephone: (617)565-5709  
Fax: (617)565-5720  
Email: [john.dugan@gsa.gov](mailto:john.dugan@gsa.gov)

Additional information regarding GSA's Property Utilization & Disposal Program is available at: <https://www.propertydisposal.gsa.gov> and [www.auctionrp.com](http://www.auctionrp.com)

## **PROPERTY DESCRIPTION**

The property consists of 6.737 acres of vacant land located on South Service Road in Rome, New York (the "Property"). The Property was formerly utilized by the U.S. Air Force as a bulk fuel storage facility. The Property was the former location of three 630,000 gallon above ground tanks, which have been closed and removed from the Property as of 2004. See attached Finding of Suitability for Transfer (FOST) for further information including New York State Department of Environmental Conservation (NYSDEC) removal project numbers. Due to residual soil and groundwater contamination on the Property, the quitclaim deed conveying title to the Property to the Purchaser will include certain restrictions that are further described in the Special Terms of Sale section of this Invitation for Bids.

## **INSPECTION**

Onsite tours will be available on an appointment-only basis. Bidders may not enter the Property without a representative from GSA or its designee. Inspection of the Property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of the Property offered will not constitute grounds for any claim or demand or adjustment or withdrawal of a bid after the bid opening.

To schedule an inspection, please contact Michael McDermott of the U.S. Air Force at 315.356.0810 ext. 202

## **UTILITIES**

Bidders are urged to contact the utility providers for further information.

## **ACCESS**

The Property is located on South Service Road in Rome, NY. Access to this road is available off of New York State Route 49.



**ADDITIONAL PHOTOS**



## **GENERAL TERMS OF SALE**

- 1. TERM – “INVITATION FOR BIDS”** The term “Invitation for Bids” (IFB) as used herein refers to this document, including the Property Description; General Terms of Sale; the Special Terms of Sale; the Instructions to Bidders for Sealed Bid; and, any provisions of the Bidder Registration and Bid Form for Purchase of Government Real Property. The IFB may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the start of the auction. The terms “successful bidder” or “Purchaser” refers to the bidder whose bid is accepted by the GSA.
- 2. DESCRIPTION PROVIDED:** The descriptions of the Property set forth in the IFB and any other information provided herein with respect to the Property are based on the best information available to the GSA’s Real Property Utilization and Disposal Division and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall **NOT** constitute grounds or reason for nonperformance of the contract of sale, or claim by the Purchaser for allowance, refund, or deduction from the purchase price.
- 3. INSPECTION:** Onsite tours will be available on an appointment-only basis. Prospective bidders are invited, urged and cautioned to inspect the Property described herein from the public roadways prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the start of the auction.
- 4. CONDITION OF PROPERTY:** The Property is offered for sale and will be sold “AS IS” and “WHERE IS” without representation, warranty, or guarantee as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will **NOT** be considered after the conclusion of the bidding.
- 5. CONTINUING OFFERS:** Each bid received shall be deemed to be a continuing offer after bid opening for 30 calendar days, unless the bid is accepted or rejected by the GSA before the expiration of the 30 calendar days. If the GSA desires to accept any bid after the expiration of the 30 calendar days, the consent of the bidder shall be obtained prior to such expiration.
- 6. RISK OF LOSS:** As of the date of conveyance, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the Property and shall have all obligations and liabilities of ownership.
- 7. REVOCATION OF BID AND DEFAULT:** In the event of revocation of a bid after the conclusion of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the GSA, in which event the bidder shall be relieved from further liability, or without forfeiting said deposit and payments, the GSA may avail itself of any legal or equitable rights it may have under the bid or contract of sale.

- 8. GSA LIABILITY:** If a bid is accepted by the GSA and: (1) GSA fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the successful bidder (Purchaser) for any reason, although Purchaser is ready, willing, and able to close, GSA shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon GSA shall have NO further liability to Purchaser.
- 9. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT(S) OF CONVEYANCE:** The GSA shall set a sale closing date, said date to be not later than 60 calendar days after acceptance of the bid, but which can be extended if needed at GSA's sole discretion. On the closing date, the successful bidder shall tender to the GSA, by wire transfer, cashier's check, certified check, or U.S. Postal Service money order, the balance of the purchase price. The GSA reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.
- 10. DELAYED CLOSING:** The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the GSA. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The GSA reserves the right to refuse a request for extension of closing.
- 11. CONTRACT:** The Invitation for Bids, and the bid when accepted by the GSA, shall constitute an agreement for sale between the successful bidder and the GSA. Such agreement shall constitute the entire contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the GSA, and any assignment transaction without such consent shall be void.
- 12. OFFICIALS NOT TO BENEFIT:** No member of, or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.
- 13. COVENANT AGAINST CONTINGENT FEES:** The successful bidder warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the GSA the right to annul the contract without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona fide established commercial

agencies” has been construed to include Contracted real estate brokers engaged in the business generally.

- 14. SALE AND CONVEYANCE:** The sale and conveyance of the Property shall be made subject to the following: Any statement of facts which a physical inspection and accurate survey of the Property may disclose.

## **SPECIAL TERMS OF SALE**

1. **METHOD OF SALE:** The Property will be sold by Sealed Bid. The bid that offers the greatest return to GSA may be accepted. Bids to purchase must be on an ALL CASH basis only. Please refer to Instructions to Bidders for Sealed Bid beginning on Page11 of this IFB.
2. **REJECTION:** GSA reserves the right to reject any and all bids.
3. **SELLER'S DEFAULT:** If a bid is accepted and GSA fails for any reason to perform its obligations as set forth herein, or title to the Property does not transfer and vest in the Purchaser for reasons outside the Purchaser's control, GSA shall promptly refund to Purchaser all amounts paid by Purchaser, without interest, whereupon GSA shall have no further liability to Purchaser.
4. **LIABILITY:** With respect to any claim against GSA, the extreme measure of the GSA's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as GSA may have received.
5. **COVENANTS AND RESTRICTIONS:**

The following language will be included in the quitclaim deed that conveys title to the Property to the Purchaser. See attached map for parcels reference in language below.

### **RESERVATION**

RESERVING UNTO THE GRANTOR, and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access to the Property (including the right of access to, and use of, utilities at reasonable cost to the Grantor). It is the intent of the Grantor that this reserved right of access be extended to the United States Air Force ("Air Force"), the United States Environmental Protection Agency (EPA) and the State of New York (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors. This right of access is for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the remediation of the petroleum spill sites:

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the remediation of the petroleum spill sites.
2. To inspect field activities of the Air Force and its contractors and subcontractors in implementing the remediation of the petroleum spill sites.
3. To conduct any test or survey required by the EPA or the State relating to the implementation of the remediation of the petroleum spill sites, or environmental conditions on the Property, or to verify any data submitted to the EPA or the State by the Air Force relating to such conditions.
4. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the remediation of the



petroleum spill sites, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

5. To monitor any environmental restrictive covenants in this Deed and the effectiveness of any other land use or institutional control established by the Air Force on the Property, either by itself, by its contractor, by any public entity, including the State, or by a private entity registered in the State to monitor environmental covenants.

## **ENVIRONMENTAL RESTRICTIVE COVENANTS**

A. Petroleum Contaminants. Portions of the soil and groundwater remaining on the Property, i.e. New York State Department of Environmental Conservation ("NYSDEC") Spill Nr: 0009824, at sites of the former Aboveground Storage Tank (AST)-653, AST-655 and AST 657, remain contaminated by various levels of petroleum compounds. In September of 1995, petroleum contamination (NYSDEC Spill # 9507363) from an adjacent privately owned fuel storage facility was identified as having migrated on the Parcel F9B and subsequently to the Parcel F14 property. It is anticipated that the biosparging systems present on parcel F14 will remediate this contamination in conjunction with the target Parcel F14 petroleum spills referenced. Also petroleum contamination (NYSDEC Spill # 9810949) that originated from UST-654 on adjacent Parcel F9B is being remediated via the NYSDEC Spill #0009824 located on Parcel F14.

1. The Grantee covenants and agrees not to conduct, or allow others to conduct, any type of excavating, digging, drilling, utilization of groundwater, or other ground disturbing at the open petroleum spill sites listed above and located on the Property as shown on the attached Map

2. The Grantee covenants and agrees that it will not use, or allow others to use, the Property for residential purposes (including mobile or modular homes), hospitals for human care, public or private schools for persons under 18 years of age, nursery schools, or day care centers for children.

3. The Grantee covenants and agrees for itself and any of its agents, representatives, contractors, or lessees that it will not construct any well on the Property or extract/pump groundwater from beneath the Property for any purpose other than monitoring or remediation.

4. The Grantee covenants and agrees that it will not conduct, or allow others to conduct, any activities that would cause disturbance of, or limit access to, any wells, equipment or treatment or monitoring systems associated with the remediation activities at NYSDEC Spill # 009824 remediation site.

## **RELATED COVENANTS**

### **Release of Environmental Restrictive Covenants.**

1. The Grantee may request from the Air Force a modification or release of one or more of the environmental restrictive covenants in whole or in part in this section, subject to the notification and concurrence or approval of the NYSDEC. In the event the request of the Grantee for modification or release is approved by the Air Force and the NYSDEC., the USAF agrees to modify or release the covenant (the "Covenant Release") giving rise to such environmental restrictive covenant in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the Air Force. The Air Force shall deliver the Covenant Release to the Grantee in recordable form. The execution of the Covenant Release by the Air Force shall modify or release the environmental restrictive covenant with respect to the property in the Covenant Release.

2. In the event that the environmental restrictive covenants contained in this section are no longer necessary, the Air Force will record the appropriate document modifying or removing such covenants.

## **OTHER COVENANTS AND NOTICES**

A. Asbestos-Containing Materials (ACM). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Grantee covenants and agrees that it will notify the Air Force promptly of any potentially friable ACM that constitutes a release (or potential release) under the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.). The Grantor's responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Air Force activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in this paragraph. The Grantee is warned that the Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. General Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively "LBP").

1. Lead-based paint was commonly used prior to 1978 and may be located on the Property. The Grantee is advised to exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee covenants and agrees that in its use and occupancy of the Property, the Grantee is solely responsible for managing LBP, including LBP in soils, in accordance with all applicable Federal, State, and local laws and regulations. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured. The Grantee further agrees to notify the Air Force promptly of any discovery of LBP in soils that appears to be the result of Air Force activities and that is found at concentrations that may require remediation. The USAF hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

C. Unexploded Ordnance. The Grantee is notified that there were eleven (11) former munitions related sites at former Griffiss AFB. None of the eleven (11) munitions related sites were identified on the Property. While not likely, it is possible that ordnance or ordnance-related materials, not previously identified in the Archives Search Report or investigations, may be present on the Property. The Grantee is notified of the possible presence of ordnance on the Property. The Grantee covenants to exercise caution during performance of ground-disturbing activities on the Property to identify ordnance or ordnance-related material. Upon discovery of any ordnance or ordnance-related materials, the Grantee agrees to cease work immediately and notify the Air Force and the local Police.

D. Non-Discrimination. The Grantee covenants not to discriminate on the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

## **INSTRUCTIONS TO BIDDERS FOR SEALED BID**

### **1. BID FORM.**

(a) Bids must be submitted in duplicate on the Bidder Registration and Bid Form for the Purchase of Government Real Property (the "Bid Form") accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. Bids may be modified or withdrawn by telegram received prior to the time fixed in this Invitation for Bids for the opening of bids. Bids must be submitted and received at the Place of Bid Opening (as such term is defined in Section 2 below) before 1:00 p.m. on January 27, 2011 (the "Bid Opening Date").

(b) Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.

(c) Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.

(d) In submitting a bid, return two (2) Bid Forms with original signatures. Retain all other documents, including one copy of the Bid Form, for your records.

### **2. BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to:

U.S. General Services Administration  
Thomas P. O'Neill Federal Building  
10 Causeway Street,  
Business Service Center in Room 1085  
Boston, MA 02222

The above-listed address is referred to in this Invitation for Bids as the "Place of Bid Opening".

The name and address of the bidder must be shown in the upper left corner of the bid envelope. On the lower left corner of the envelope it must state:

Invitation number: **1PZ-11-002**  
Bid Opening Date: **February 3, 2011**  
Time: **3:00pm EST**

No responsibility will attach to any officer of GSA for the premature opening of, or failure to open, a bid not properly addressed and identified.

### **3. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.**

(a) Any bid received at the office designated in this Invitation for Bids after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a an Invitation for Bids requiring receipt of bids by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup>); or

(2) Was sent by mail and it is determined by GSA that the late receipt was due solely to mishandling by GSA after receipt at GSA installation; or

(3) Was sent by US Postal Service "Express Mail Next Day Service-Post Office to Addressee", not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and US Federal holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision. *A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.*

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the US Postal Service postmark both on the envelope or wrapper and on the original receipt from the US Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US Postal Service on the date of mailing. Bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at GSA installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by US Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the US Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision. Therefore, bidders should request the shipper to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding any other language of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to GSA will be considered at any time it is received, and may be accepted.

**4. BID EXECUTED ON BEHALF OF BIDDER.** A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his or her Power of Attorney or other evidence of his authority to act on behalf of the bidder.

(a) **CORPORATION.** If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. This certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will



show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

(b) **PARTNERSHIP.** If the bidder is a partnership, and all partners sign the bid with a notation that they are all the partners, GSA will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and GSA, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

(c) **LIMITED LIABILITY CORPORATION (LLC).** If the bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

5. **BID DEPOSIT.** Each bid must be accompanied by a bid deposit of **not less than ten percent (10%)** of the amount bid, in the form of a certified check, cashier's check, or postal money order made payable to the **US General Services Administration**. The bidder, at its option, may be named as an alternative payee. This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to GSA. Bid deposits accompanying bids which are rejected will be returned to bidders, without interest, within five (5) working days after rejection of the bids

6. **ADDITIONAL INFORMATION.** The General Services Administration issuing office, at the address given in this Invitation for Bids, will upon request, provide additional copies of this Invitation for Bids, Bid and Acceptance, and will answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted should be deemed to have been made with full knowledge of all terms, conditions, and requirements contained or referenced in this Invitation for Bids. The failure of any bidder to inspect, or to be fully informed as to the condition of any or all portions of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after opening.

7. **BIDS TO BE OPENED AT SPECIFIED TIME.** It shall be the duty of each bidder to see that its bid is delivered by the time and at the Place of Bid Opening prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification, or withdrawal received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided under Section 3 above. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested that may be present either in person or by representative.

8. **WAIVER OF INFORMALITIES OR IRREGULARITIES.** GSA may, at its election, waive any minor informality or irregularity in bids received.

9. **ACCEPTABLE BID.** A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to GSA, based on

price and any other factors which may be specified in this Invitation for Bids is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

**10. NOTICE OF ACCEPTANCE OR REJECTION.** Notice by GSA of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or its duly authorized representative at the address indicated in the bid. GSA's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. GSA reserves the right to reject any or all bids received or portions thereof

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF  
GOVERNMENT REAL PROPERTY**

**Former Bulk Fuels Parcel  
South Service Road, Rome, NY  
NY00010S**

**BID AMOUNT: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ .00**

**REGISTRATION DEPOSIT: \$ \_\_\_\_\_ .00**

**Bidder Information:** Please print or type legibly.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ @ \_\_\_\_\_

**BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies):**

- ☐ An individual \_\_\_\_\_
- ☐ A partnership consisting of \_\_\_\_\_
- ☐ A limited liability partnership consisting of \_\_\_\_\_
- ☐ A corporation, incorporated in the State of \_\_\_\_\_
- ☐ A limited liability company \_\_\_\_\_
- ☐ A trustee, acting for \_\_\_\_\_
- ☐ Other \_\_\_\_\_

**Registration Deposit (check one):**

☐ By certified or cashier's check made payable to the **U.S. General Services Administration**  
TIN or SS# \_\_\_\_\_ (please provide to expedite refund)

☐ By Credit Card: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ CSC/CVC \_\_\_\_\_  
☐ Visa ☐ MasterCard  
☐ Discover ☐ American Express

Name of Bidder as it appears on credit card \_\_\_\_\_

**Certification and Authorization**

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above within thirty (30) calendar days after the bid opening. This Bid Form is made subject to the terms of IFB No. 1PZ-11-0002 including the Property Description, General Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at [www.auctionrp.com](http://www.auctionrp.com). If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Send Registration Form with Registration Deposit to:**

U.S. General Services Administration  
Office of Real Property Utilization and Disposal 925  
10 Causeway Street, Boston, MA 02222  
Attn: Mr. John L. Dugan

FAX: 617.565.5720 (if deposit by credit card)

# **CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property  
see Page 12, Paragraph 4, Bid Executed On Behalf Of Bidder for instructions)

**Former Bulk Fuels Parcel  
South Service Road, Rome, NY  
NY00010S**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then  
\_\_\_\_\_ of said Corporation/Organization; that said bid was  
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is  
within the scope of its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)